

2 Ct

61
12/4/02
vfy

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

OHIO CASUALTY GROUP, as
Subrogee of ERIC STAUB
9450 Seward Road
Fairfield, Ohio 45014

Plaintiff,

v.

J & J INVESTMENT MANAGEMENT
COMPANY
208 Knob Creek Lane
York, PA 17402

Defendant/Third-Party Plaintiff

v.

AL BUDROW
3975 Craig Avenue
Dover, PA 17315

Third-Party Defendant

and

RICHARD EDWARD WONDERS, t/a
WONDERS GENERAL CONTRACTOR
2765 Windsor Road
Windsor, PA 17366

Third-Party Defendant.

CIVIL ACTION NO:
1:CV01-0785

JURY TRIAL DEMANDED

J. / Care

FILED
HARRISBURG, PA

DEC 3 2002

MARY E. D'ANDREA, CLERK
Per *[Signature]*
Deputy Clerk

PLAINTIFF'S SUPPLEMENTAL PROPOSED JURY INSTRUCTIONS

Plaintiff, the Ohio Casualty Group, by and through its attorney, Cozen O'Connor, respectfully requests that the Court charge the jury with the following instructions. Plaintiff reserves the right to amend, alter or modify these proposed instructions prior to submission to the jury.

COZEN O'CONNOR

[Signature]
HAYES A. HUNT, ESQUIRE
1900 Market Street
Philadelphia, PA 19103
(215) 665-4734
Attorney for Plaintiff

PLAINTIFF'S PROPOSED JURY INSTRUCTION NO. 13

As you know, Eric Staub was insured for his losses suffered as a result of the May 26, 2000 fire at his home. Following the fire, the Ohio Casualty Group paid Mr. Staub under his insurance policy. Upon making such payment, the Ohio Casualty Group became subrogated to the rights of Mr. Staub against any party who may be responsible for causing the fire and the resulting damages. This right of subrogation arises by operation of law as well as by the language of the insurance policy. Greater New York Mut. Ins. Co. v. North River Ins. Co., 85 F.3d 1088 (3d Cir. 1996).

In other words, the Ohio Casualty Group, as subrogee of Eric Staub, has the right to seek reimbursement from the defendants. Because all parties stand equal in the eyes of the law, you are to treat the Ohio Casualty Group no differently than any other plaintiff. You are, therefore, to decide this case no differently than you would if Eric Staub had no insurance on his property. If the plaintiff proves the defendants are liable by a preponderance of the evidence under the instructions which I give you, you are to find in its favor as you would any other plaintiff under the same circumstances. Based on Devitt, Blackmar and Wolf, Federal Jury Practice and Instructions, Vol. 3, Sec. 71.04 (1987).

CERTIFICATE OF SERVICE

I, **HAYES A. HUNT, ESQUIRE**, certify that I served a true and correct copy of the foregoing Supplemental Proposed Jury Instructions, by via Federal Express, on the 2 day of December 2002 as follows:

Martin A. Durkin, Jr., Esquire
DURKIN & ASSOCIATES
One Penn Center, Suite 1520
1617 John F. Kennedy Blvd.
Philadelphia, PA 19103

Michael Scheib, Esquire
GRIFFITH, STRICKLER, LERMAN, SOLYMOS & CALKINS
110 S. Northern Way
York, PA 17402

Thomas R. Nell, Esquire
340 Nell Road
East Berlin, PA 17316

BY: 

HAYES A. HUNT, ESQUIRE